

## REMARKS

Responsive to the Office Action mailed on June 22, 2006 in the above-referenced application, Applicant respectfully requests amendment of the above-identified application in the manner identified above and that the patent be granted in view of the arguments presented. No new matter has been added by this amendment.

### Present Status of Application

The specification and claims 7-10 and 15-20 are objected to for informalities. Claims 1, 6-13 and 19 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. Claims 1, 7, 10-12, 14-18 and 20 are rejected under 35 U.S.C. 102(b) as being anticipated by Grudzinskis (US 4,619,481). Claims 1, 6-7, 10-12, 14-18 and 20 are rejected under 35 U.S.C. 102(b) as being anticipated by Price (US 5,606,756). Claims 2-5 are withdrawn from consideration.

In this paper, the specification and claims 7 and 10 are amended as suggested by the Examiner. Applicant submits that the objections to the specification and claims are thereby overcome. Claims 8, 9, 13 and 19 are cancelled. Claims 1, 7, 10, 11 and 15 are amended. New claims 21-22 are added. Support for the amended and new claims can be found at least on page 8, line 25 to page 9, line 30 and Figs. 4A-4F of the application. Thus, on entry of this amendment, claims 1-7, 10-12, 14-18 and 20-22 remain in the application.

Reconsideration of this application is respectfully requested in light of the amendments and the remarks contained below.

### Rejections Under 35 U.S.C. 112

Claims 1, 6-13 and 19 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement.

In this paper, claim 1 is amended to cancel the wording "or the back support". Claims 8, 9, 13 and 19 are canceled without prejudice. Withdrawal of the rejections under 35 U.S.C. 112 is respectfully requested.

Rejections Under 35 U.S.C. 102(b)

Claims 1, 7, 10-12, 14-18 and 20 are rejected under 35 U.S.C. 102(b) as being anticipated by Grudzinskas. Claims 1, 6-7, 10-12, 14-18 and 20 are rejected under 35 U.S.C. 102(b) as being anticipated by Price. To the extent that the grounds of the rejections may be applied to the claims now pending in this application, they are respectfully traversed.

To anticipate a claim, a reference must teach every element of the claim. In this regard, the Federal Circuit has held:

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

"The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Grudzinskas

Applicant first submits that the lounge chair 130 shown in Fig. 21 Grudzinskas is not an "air mattress" as set forth in the preamble to claims 1 and 14.

During patent examination, the pending claims must be given their "broadest reasonable interpretation consistent with the specification." *In re Hyatt*, 211 F.3d 1367, 1372, 54 USPQ2d 1664, 1667 (Fed. Cir. 2000). This means that the words of the claim must be given their plain meaning unless applicant has provided a clear definition in the specification. *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989). Plain meaning refers to the ordinary

and customary meaning given to the term by those of ordinary skill in the art. MPEP 2111 *et seq.*

Applicant submits that a "conventional lounge chair" (see col. 7, lines 57-58) is not transformed into an "air mattress" according to the ordinary and customary meaning given to the term by those of ordinary skill in the art by the addition of an inflatable cushion for adjusting firmness of the seat back.

#### Claim 1

As amended, claim 1 recites an air mattress, comprising an inflatable mattress pad, having an upper portion and a lower portion; a separately inflatable back support, adjacent to the upper portion of the mattress pad; and an air pump assembly, built into the mattress pad, the air pump assembly arranged to inflate the mattress pad, wherein both the upper and lower portions are inflated when the mattress pad is inflated, and separately inflate the back support to raise the upper portion and vary an angle between the upper and lower portions of the mattress pad.

Grudzinskas teaches an inflatable seat cushion assembly 12 comprising a plurality of inflatable compartments 14-18 and an air compressor 135 for inflating the inflatable compartments. As disclosed in col. 5, lines 29-31 of Grudzinskas, "any one of the seat cushion compartments can be selectively inflated or deflated to a desired firmness." In Figure 21, the inflatable cushion 12 is incorporated into a conventional lounge chair 130 by placing it behind upholstery 133 of seat back 134.

In the rejection of claim 1, the Examiner identifies the upholstery and padding of lounge chair 130 as the alleged mattress pad of claim 1. However, Applicant submits that the upholstery and padding of lounge chair 130 are not an **inflatable** mattress pad as recited in amended claim 1 insofar as said upholstery and padding are not inflatable. As described by Grudzinskas, the only part of lounge chair 130 that is inflatable is inflatable cushion 12, and the Examiner has identified this element as the back support of claim 1. For this reason alone, it is Applicant's belief that Grudzinskas fails to teach or suggest all of the features of claim 1.

In addition, the Examiner identifies compressor apparatus 131/135/137 as the alleged air pump assembly of claim 1 that is "built into" the alleged mattress pad. However, Grudzinskas teaches that compressor 135 is "hidden from view in base 136 of the chair." See Fig. 21 and col. 7, lines 56-63 of Grudzinskas. Applicant therefore submits that Grudzinskas fails to teach or suggest an air pump assembly built into an **inflatable** mattress pad, as recited in claim 1.

Furthermore, amended claim 1 recites that the air pump assembly is arranged to inflate the mattress pad, wherein **both the upper and lower portions are inflated** when the mattress pad is inflated. In the rejections, the Examiner identifies the "seat portion" of lounge chair 130 as the alleged "lower portion" of claim 1. However, the "seat portion" in Grudzinskas is never inflated. To the contrary, the "seat portion" of Grudzinskas in no way interacts with inflatable cushion 12 or compressor 135.

Furthermore, amended claim 1 recites an inflatable mattress and a **separately inflatable** back support, wherein the air pump assembly is arranged to inflate the mattress pad and **separately inflate** the back support to raise the upper portion and vary an angle between the upper and lower portions of the mattress pad. As only a single element of Grudzinskas is inflatable (i.e., inflatable cushion 12), Applicant submits that Grudzinskas cannot teach an inflatable mattress pad and a separately inflatable back support, or that the air pump assembly is arranged to inflate the mattress pad and separately inflate the back support, as recited in the claim 1.

Finally, Applicant notes that the Examiner identifies seat back 134 as the alleged "upper portion" of claim 1, and the "seat portion" as the alleged "lower portion" of claim 1. However, with reference to FIG. 21 of Grudzinskas, it is noted that the angle between the seat back 134 and the "seat portion" of the lounge chair 130 is not adjustable by inflation of the inflatable cushion 12. To the contrary, only firmness of the seat back is adjustable by the inflatable cushion 12. See col. 5, lines 29-31 of Grudzinskas. Applicant therefore submits that Grudzinskas does not teach or suggest a structure in which inflating the back support raises the upper portion and varies an angle between the upper and lower portions of the mattress pad, as recited in claim 1.

#### Claim 14

Claim 14 recites an air mattress comprising an inflatable mattress pad comprising an upper portion and a lower portion; a separately inflatable back support disposed adjacent to the upper portion of the inflatable mattress pad; and an air pump assembly built into the inflatable mattress pad, the air pump assembly separately connected to the inflatable mattress pad and inflatable back support for inflation thereof, wherein the upper portion of the inflatable mattress pad is raised such that the angle between the upper and lower portions of the inflatable mattress pad is varied when the inflatable back support is inflated by the air pump assembly.

As noted above in connection with claim 1, the upholstery and padding of lounge chair 130 are not an **inflatable** mattress pad as recited in claim 14 insofar as said upholstery and padding are not inflatable. Furthermore, as Grudzinskas teaches that compressor 135 is "hidden from view in base 136 of the chair," Applicant submits that Grudzinskas fails to teach or suggest an air pump assembly built into an inflatable mattress pad, as recited in claim 14.

In addition, claim 14 recites an air mattress comprising an inflatable mattress pad and a **separately inflatable** back support disposed adjacent to an upper portion of the inflatable mattress pad. As only a single element of Grudzinskas is inflatable (i.e., inflatable cushion 12), Applicant submits that Grudzinskas cannot teach an inflatable mattress pad and a separately inflatable back support, as recited in the claim.

Similarly, claim 14 recites that the air pump assembly is **separately connected** to the inflatable mattress pad and inflatable back support **for inflation thereof**. As only inflatable cushion 12 is inflatable in Grudzinskas, Applicant submits that Grudzinskas cannot teach an air pump assembly is separately connected to an inflatable mattress pad and an inflatable back support for inflation thereof.

Finally, with reference to FIG. 21 of Grudzinskas, it is noted that the angle between the seat back 134 (the alleged "upper portion" of claim 14) and the "seat portion" (the alleged "lower portion" of claim 14) of the lounge chair 130 is not adjustable by inflation of the inflatable cushion 12. To the contrary, only firmness of the seat back is adjustable by the inflatable

cushion 12. Thus, Grudzinskas does not teach or suggest a structure in which the upper portion of the inflatable mattress pad is raised such that the angle between the upper and lower portions of the inflatable mattress pad is varied when the inflatable back support is inflated by the air pump assembly, as recited in claim 14.

For at least the reasons described above, it is Applicant's belief that Grudzinskas fails to teach or suggest all the limitations of claims 1 and 14. Applicant therefore respectfully requests that the rejections of claims 1 and 14 be withdrawn and the claim passed to issue. Insofar as claims 6-7, 10-12, 15-18 and 20-22 depend from one of claims 1 or 14 either directly or indirectly, and therefore incorporate all of the limitations of one of claim 1 or 14, it is Applicant's belief that these claims are also in condition for allowance.

#### Price

In the rejections, the Examiner identifies mattress 312 of price as the alleged mattress pad of claims 1 and 14.

Price teaches an air bedding system with a diaphragm pump. As shown in Fig. 29 of Price, the diaphragm pump 26 is disposed entirely within mattress 312. However, there is no teaching or suggestion in Price that mattress 312 is inflatable, or that pump 26 is connected thereto for inflation of mattress 312. To the contrary, mattress 312 appears to be a conventional mattress having a gusset-shaped opening 320 allowing for independent movement of head portion 314 relative to foot portion 316 according to the inflation of an air wedge 318 disposed beneath the head portion.

Therefore, Applicant submits that Price fails to teach or suggest an **inflatable** mattress pad having an upper portion and a lower portion and an air pump assembly, built into the inflatable mattress pad, inflating a back support to raise the upper portion and vary an angle between the upper and lower portions of the mattress pad, as recited in claims 1 and 14.

Furthermore, as only a single element of the mattress system shown in Fig. 29 of Price is inflatable (i.e., air wedge 318), Applicant submits that Price fails to teach or suggest an air

mattress comprising an inflatable mattress pad and a ***separately inflatable*** back support disposed adjacent to an upper portion of the inflatable mattress pad, that the air pump assembly is ***separately connected*** to the inflatable mattress pad and inflatable back support for inflation thereof, or that the air pump assembly ***separately inflates*** the mattress pad and back support, as variously claimed in one or both of claims 1 and 14.

For at least the reasons described above, it is Applicant's belief that Price fails to teach or suggest all the limitations of claims 1 and 14. Applicant therefore respectfully requests that the rejections of claims 1 and 14 be withdrawn and the claim passed to issue. Insofar as claims 6-7, 10-12, 15-18 and 20-22 depend from one of claims 1 or 14 either directly or indirectly, and therefore incorporate all of the limitations of claim 1 or 14, it is Applicant's belief that these claims are also in condition for allowance.

#### Claims 21 and 22

New claims 21 and 22 recite that the air pump assembly is recessed into the inflatable mattress pad. Applicant submits that neither Grudzinskas nor Price teach or suggest this feature.

#### Conclusion

The Applicant believes that the application is now in condition for allowance and respectfully requests so.

Respectfully submitted,

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